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UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

WILLIAM H. LEWIS III, and KEITH \$
BRODIE, on Behalf of Themselves and All Others Similarly Situated \$
v. \$
EL PASO CORPORATION, et al. \$

FINAL JUDGMENT

- 1. On finding that the settlement described in the class action settlement agreement is reasonable, this court approves it.
- 2. On entry of the final judgment, plaintiffs, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, and any persons they represent, and on behalf of the plan and the class absolutely and unconditionally release and forever discharge the releasees from the released claims that plaintiffs, the plan or the class directly, indirectly, derivatively, or in any other capacity ever had, now have or hereafter may have; provided that the releases shall not include:
 - A. Claims to enforce the terms of the settlement agreement or the final judgment; or
 - B. Claims or rights of the plan or the class, to the extent applicable, to participate in the settlement and the plan of allocation of *Wyatt v. El Paso Corp.*, Case H-02-2717, in the United States District Court for the Southern District of Texas.
- 3. On entry of the final judgment, the defendants absolutely and unconditionally release and forever discharge the named plaintiffs, the class and the plaintiffs' counsel from any and all claims relating to the institution or prosecution of the action of the settlement of any released claims, except claims to enforce the terms of settlement agreement or final judgment.
- 4. The members of the class were afforded prompt, thorough, and intelligible notice of the settlement plan and of their opportunity to object. Those wishing to object or discuss the settlement could participate by an oral or written presentation, or both. The members' right to be heard was fully preserved.
- 5. The plan of allocation is approved as fair and reasonable.

04.27.09